

B2030 (Form 2030) (12/15)

United States Bankruptcy Court

Western District Of Texas

In re WC Teakwood Plaza LLC

Case No. 20-11104-tmd

Debtor

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$ 25,000 *

Prior to the filing of this statement I have received \$ 25,000

Balance Due \$ 0.00

*After application of retainer for the payment of pre-petition fees and expenses, \$22,733 remains in retainer.

2. The source of the compensation paid to me was:

☐ Debtor ☒ Other (specify)

3. The source of compensation to be paid to me is:

☐ Debtor ☒ Other (specify)

The retainer was funded by the Manager, WC Teakwood Plaza Mezz, LLC, as an equity contribution. The Manager is wholly owned by Nate Paul.

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

* See attached engagement agreement for specific terms of payment.

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- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

January 21, 2021

Date

/s/ Mark H. Ralston

Signature of Attorney

Fishman Jackson Ronquillo PLLC

Name of law firm

MARK H. RALSTON, Attorney
mrалston@firpllc.com
(972) 419-5544

October 5, 2020

VIA E-MAIL

npaul@world-class.com

Nate Paul
WC Teakwood Plaza, LLC
814 Lavaca Street
Austin, TX 78701

Re: Engagement Agreement between WC Teakwood Plaza, LLC (“WC” or “Client”) and Fishman Jackson Ronquillo, PLLC (the “Firm”)

Dear Mr. Paul:

Thank you for selecting the Firm to file a bankruptcy petition under Chapter 11 of the United States Bankruptcy Code on Client’s behalf and to represent Client in the prospective bankruptcy case to be initiated by that filing (the “**Bankruptcy Case**”). The engagement will be effective as of the first date that the Firm commenced providing Client with counseling related to the foregoing matter (the “**Engagement Matter**”).

We believe that a successful professional relationship begins with a mutual understanding of expectations about the services we will provide, legal fees, and other important aspects of our representation. With that in mind, it is our practice to specify our engagement arrangements with our clients, and that is the purpose of this letter and the attached *Standard Terms of Engagement*. Our Firm encourages open and candid communications with Client. Please let me know as soon as possible if you have questions about this letter, the *Standard Terms of Engagement*, or if you are concerned about any aspect of the representation. **To the extent that the terms of this letter and the Standard Terms of Engagement conflict, this letter will control.**

Description and Scope of the Representation: Identification of Client

The Firm is being retained to represent Client as to the Engagement Matter only. We want to clarify that the Firm does not represent any other entity or person regarding the Engagement Matter, including you personally or other entities affiliated with Client. Furthermore, the Firm’s engagement by Client is subject to approval in the Bankruptcy Case.

Our representation is limited to matters for which Client specifically requests our assistance on its behalf. The Firm has not been retained to represent Client in connection with any other matter unless we have been specifically and expressly retained. It is understood that the Firm is being retained to provide legal services and that we are not responsible for providing business or financial advice to Client.

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Attorneys Handling Your Representation

I will be the attorney primarily responsible for this representation. The Firm may also use the services of other Firm attorneys to assist in the representation from time to time. The Firm also uses legal assistants in providing professional services when we believe that their use will reduce legal costs and improve efficiency.

Communications

Unless otherwise directed, we will communicate with Client on all substantive matters. You will be my primary contact in connection with the Engagement Matter.

Legal Fees

The Firm generally charges for our services based upon the time and effort devoted to the matter and the hourly rates of the lawyers and legal assistants that work on the representation. My hourly rate for this matter is \$400.00. We review our billing rates annually and will let you know in advance if our hourly rates are modified. Client will be primarily responsible for the payment of the Firm's fees and expenses. In connection with the anticipated fees and reimbursable expenses anticipated to be incurred in the Engagement Matter, Client will cause to be remitted the sum of \$25,000 as a retainer payment to the Firm.

Costs and Expenses

In addition to legal fees, the Firm charges for out-of-pocket costs and expenses incurred in representing Client. Please refer to the *Standard Terms of Engagement* for examples of such costs and expenses and how these will be handled and billed to Client.

Payment of Fees and Expenses

The Firm's standard practice is to bill once a month. During the course of the Bankruptcy Case, the Firm is required to obtain court approval of its fees and reimbursable expenses as provided under applicable law. Client agrees to pay all court-approved fees and expenses without delay.

Conclusion

Once again, we are pleased to have this opportunity to represent Client in accordance with this letter and the *Standard Terms of Engagement*. If you have any questions or concerns about any of the above or the *Standard Terms of Engagement*, please contact me as soon as

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possible. If this letter and the *Standard Terms of Engagement* accurately reflect our agreement, please sign the enclosed copy of this letter and return it to me.

Very truly yours,



Mark H. Ralston


MHR/sj

AGREED AND ACCEPTED

AS OF OCTOBER 5, 2020

WC TEAKWOOD PLAZA, LLC

By: _____



Nate Paul
Manager of Managing Member